

Exxon Mobil Corporation

22777 Springwoods Village Parkway
E2.3B.508

Spring, Texas 77389

(832) 625-8251 (Direct)

(832) 648-5095 (Fax)

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17 DEC -5 AM 10:22

SUPERFUND DIV.
REMEDIAL BRANCH
(GSF-R)

Kevin J. Vaughan

Counsel, Environmental & Safety

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ExxonMobil

SUPERFUND DIV.
DIRECTOR'S OFC.

November 29, 2017

VIA FIRST CLASS MAIL

Mr. Kenneth Talton, Enforcement Officer
Superfund Enforcement Assessment Section (GSF-TE)
U.S. EPA, Region 6
1445 Ross Avenue
Dallas, TX 75202-2733

Re: Response of SeaRiver Maritime Financial Holdings, Inc. to SBA Shipyard Superfund Site, Jennings, Jefferson Davis Parish, Louisiana; CERCLIS #: LAD008434185; Information Request Pursuant to CERCLA Section 104(e), 42 U.S.C. §9604(e)

Dear Mr. Talton:

I am an attorney employed by Exxon Mobil Corporation in Spring, Texas. Exxon Mobil Corporation (ExxonMobil) is the ultimate parent company of SeaRiver Maritime Financial Holdings, Inc. (Respondent), the recipient of the referenced information request under §104(e) of CERCLA (Information Request). The Respondent has authorized me to respond on its behalf. My contact information is listed in the letterhead caption above and my email address is kevin.j.vaughan@exxonmobil.com.

At the outset, please accept our apologies for the late response to the Information Request. Although apparently received at the Respondent's Spring, Texas office, the Information Request was misfiled and only rediscovered recently.

Capitalized terms not defined in the following response have the meanings attributed to them in the Information Request.

Section 1

1. Have you or any associated and/or related entities in any way been involved with or conducted business with the Site?

No.

100005054



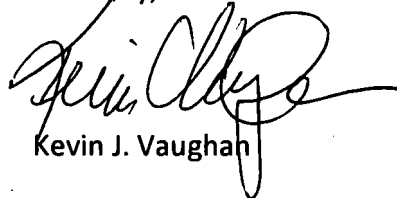
On behalf of the Respondent, we conducted a corporate wide search of ExxonMobil's records to determine whether Respondent or any related entities conducted business concerning or had any involvement with the Site. As Respondent is a holding company, we also interviewed officials of Respondent's subsidiary company, SeaRiver Maritime, Inc. (SeaRiver), a Delaware corporation involved in the business of marine shipping. Neither the interviews nor the records search revealed any involvement with or business concerning the Site.

Our records search did, however, reveal a contract between SeaRiver and what appears to be an affiliated company of one or more of the LEEVAC entities listed in the Information Request. The contract is a bareboat charter of a tank vessel owned by SeaRiver. Under this agreement, SeaRiver delivered the vessel to Leevac Marine, Inc. at a shipyard in Mobile, Alabama in the latter part of 1994. Under the terms of the agreement, Leevac was to man and operate the vessel for its own purposes for a period of approximately three years.

Although not responsive to the Information Request, EPA Region 6 counsel I-Jung Chiang requested a copy of the charter and I attach it to this response. As the charter contains pricing information between SeaRiver and a customer, Respondent requests that the charter be treated as confidential business information.

Should you have further questions, please contact me at the address information above.

Sincerely,



Kevin J. Vaughan

cc: Ms. I-Chung Chiang, Attorney (via email)

ORIGINAL

BAREBOAT CHARTER

SeaRiver Maritime, Inc. (Owner) at 1200 Smith Street Suite 3200, Houston, Texas 77002
and Leevac Marine, Inc. (Charterer) at Post Office Box 2528, 1430 Sandra Street Morgan
City Louisiana 70381 agree as follows:

1. BASIC AGREEMENT

Owner agrees to let and Charterer agrees to hire, on a demise and bareboat basis
the Tank Vessel S/R 503 Official #646004, (hereafter referred to as "Vessel")
on the terms and under the conditions set forth below.

The Vessel is an all-steel, tank Vessel as described in Exhibit "A"

The Vessel includes, and shall be delivered with all the equipment as described
in Exhibit "A".

The term Vessel shall include the itemized equipment as well as the Vessel
itself.

2. OPERATION AND USE

Charterer shall, at its sole expense, man, victualate, navigate, operate and supply
the Vessel, and shall pay all charges and expenses of every kind and nature
whatsoever relating to the use and operation of the Vessel or arising during this
Charter. Such charges shall include, without limitation, wharfage, pilotage,
assist towage, port charges and all duties, taxes, levies and assessments.

Charterer shall be required to obtain and maintain at its sole cost all permits, documents, certificates, licenses and authorities required for its use or operation of the Vessel by applicable national, state or local laws or regulations. However, Owner shall be responsible at the beginning of the Charter for costs associated with having the Vessel's class and documentation in place pursuant to U.S. Coast Guard and A.B.S. requirements.

It is expressly understood that this is intended as a demise of the Vessel by Owner to Charterer for the term of this agreement and that the Charterer shall have full, complete and exclusive possession, command and control of the Vessel and of its navigation and operation.

Charterer shall employ the Vessel only in lawful trades and activities in accordance with the law, rules and regulations of the United States or any state or foreign country and shall operate the Vessel within the trading limits and other conditions imposed by the insurance on the Vessel. Owner and Charterer agree that the Vessel may be used in World Wide clean products trade, within institute warranties, however, Charterer agrees to obtain Owner's permission, if Charterer intends to trade the Vessel in foreign commerce.

IT IS EXPRESSLY UNDERSTOOD THAT THE VESSEL SHALL NOT BE USED IN CRUDE OIL OR PERSISTENT PETROLEUM PRODUCTS TRADE WITHOUT PRIOR WRITTEN APPROVAL OF OWNER. PERSISTENT PETROLEUM PRODUCTS ARE THOSE PRODUCTS DEFINED IN 33 CFR PART 155 DATED FEBRUARY 5, 1993.

3. REPRESENTATIONS

Charterer shall have full opportunity to inspect the Vessel prior to delivery to determine its condition and suitability for service, and may additionally arrange for an inspection of the Vessel by a surveyor or similar technical representative of its choice.

Except as expressly provided above, it is specifically agreed that the Owner makes no warranty, expressed or implied, regarding the condition of the Vessel its suitability for any purpose, fitness for a particular use or workmanlike service.

Acceptance of the Vessel by Charterer after completion of the joint on-hire survey shall be conclusive evidence of Owner's compliance with any and all of Owner's obligations under this Charter with respect to the Vessel's class, condition, size, outfit, equipment and other characteristics at the time of delivery.

4. TERM

This Charter shall be for a period of three (3) years, fourteen (14) days more or less, with the Charter commencing upon delivery of the Vessel to Charterer on or about September 10, 1994. The Charter shall terminate at the conclusion of the Charter term or upon any total or constructive total loss of the Vessel.

5. CHARTER HIRE

Charterer shall pay Owner the hire for the use of the Vessel in the approximate sum of \$4,305,600.00 Charterer shall pay Owner an upfront sum of \$100,000.00 as part of the initial hire payment. Beginning in the second month and up to and including the twenty-seventh month of this charter, the Charterer shall pay the Owner monthly in advance at a rate of \$3,600.00 per day plus an additional sum of \$10,000.00.

Subsequently, the Charterer shall pay the Owner, monthly in advance, at a rate of \$3,600.00 per day.

At the end of the Charter, as a performance bonus, if Charterer has fully satisfied all obligations under this Charter, Owner shall pay Charterer \$360,000.00 plus such additional payment as calculated in Exhibit "C" net of any redelivery related expenses owed by Charterer and/or net of any funds utilized by Owner to cure any default associated with any portion of this Charter.

Payment is due on the first of every month and considered delinquent if not received by the first day of the same month. If the payment date is a Saturday then payment is due the preceding Friday. If payment is due on Sunday, then payment is due the subsequent Monday. Payment dates that fall on a bank holiday shall be due the subsequent business day.

Payment shall be made by direct wire transfer to Owner's bank account in accordance with the instructions set out in Exhibit B of this Charter.

Charter hire shall continue, except in the case of total loss or constructive total loss, until the Vessel is redelivered to Owner in accordance with the terms of this Charter.

6. DELIVERY

The Vessel shall be delivered to Charterer at Atlantic Marine Shipyard, Mobile, Alabama at a time to be mutually agreed and shall be made available for inspection and survey prior to said date.

7. DESIGNATED REPRESENTATIVES

Owner and Charterer shall designate in writing the person(s) nominated as the authorized representative of the Owner and Charterer respectively. Prior to delivery and redelivery of the Vessel, Owner and Charterer shall exchange Powers of Attorney naming the person(s) designated to act on behalf of each party.

8. ON HIRE SURVEY

Prior to delivery, Owner and Charterer shall conduct a joint on-hire survey (hereinafter On-Hire Survey) of the Vessel and its equipment on a drydock in the Port of Mobile. Drydocking costs shall be paid by Owner. Owner shall give Charterer reasonable prior notice of the scheduled date of the On-Hire Survey. Any deficiencies discovered at the time of the On-Hire Survey shall be noted in writing and signed by representatives of Owner and Charterer. Prior to redelivery of the Vessel, Charterer shall not be required to correct any deficiencies which were not corrected by Owner after the On-Hire Survey. Owner may correct any such deficiencies prior to delivery of the Vessel to Charterer at Owner's expense.

Acceptance of the Vessel by Charterer upon completion of the Survey shall be conclusive evidence of Owner's compliance with any and all of Owner's obligations under the Charter with respect to the Vessel's class, condition, size, outfit and equipment and other characteristics at the time of delivery.

Concurrently with the delivery of the Vessel to Charterer hereunder, Owner shall assign to Charterer all of its rights, title and interest in and to any warranties and guarantees which Owner may have in regard to onboard equipment.

9. ON BOARD INVENTORY

A joint on-hire inventory of all equipment furnishings and stores on board the Vessel shall be made prior to delivery and a joint redelivery inventory shall be made during the off-hire survey.

Charterer shall have the use of equipment, stores, rigging including wire and rope, appliances, tools, spare parts, non-consumable stores, crockery, linen, etc. as may be onboard or installed upon the Vessel as listed by the joint on-hire inventory.

The same or their equivalent shall be returned in the same condition to the Owner upon redelivery of the Vessel and confirmed by the joint re-delivery inventory. Inventory determined missing at re-delivery shall be replaced by Charterer or Charterer may pay Owner its reasonable value.

10. PAINT AND MARKINGS

Charterer shall have the right to paint its own house colors on the Vessel, at Charterer's expense, provided Charterer returns the Vessel, to Owner's colors prior to redelivery at Charterer's expense. Charterer, at its expense, shall rename the Vessel and remove all Owner's names and markings prior to the delivery of the Vessel. Prior to redelivery, Charterer shall rename the Vessel in accordance with the Owner's instructions at Owner's expense.

11. MAINTENANCE

The Charterer shall, at its own expense, keep the said Vessel in good running order and condition and in substantially the same condition as when received from Owner.

12. ALTERATIONS

Any modifications, alterations or additions to the Vessel shall be made only with written consent of the Owner.

All property placed onto the Vessel by Charterer in connection with any modification, alteration or addition shall be and become the property of the Owner unless such property and/or modification is removed by Charterer and the Vessel restored to its original condition at the time of Vessel redelivery.

13. REDELIVERY

Charterer shall be obligated to redeliver the Vessel to Owner at a mutually agreeable port in the U.S. Gulf at the conclusion of the Charter term or earlier (at Owner's election in event of default by the Charterer) in the same condition repair, working order, and suitable to load unleaded Clean Petroleum Products undarker than 2.5 NPA, as when received, except for ordinary wear and tear.

Should any repairs, which are noted in the off-hire survey and which are the obligation of the Charterer under this agreement, be required for the Vessel at the time of redelivery, such repairs shall be undertaken by Charterer at its sole cost and expense, except repairs which are noted during the on-hire survey shall be for Owner's account. Charter hire to continue until repairs are completed.

14. OFF-HIRE SURVEY

At the port of redelivery the Vessel shall be placed on drydock with the cost and expense thereof to be paid by Charterer and a joint off-hire survey shall be carried out by representatives of Owner and Charterer to determine the condition of the Vessel. Charterer shall, at its expense, and on its time, make all such repairs including hull/deck repainting and do all such work as is found to be necessary to comply with Paragraph 13 above. Any repair work will be considered satisfactory once approved by the American Bureau of Shipping. All drydocking charges incurred after completion of the off-hire survey during the period required to perform repairs and otherwise to comply with Paragraph 13 shall be for Charterer's account. During the same period, Owner shall have the right to carry out repairs for its own account, provided that Owner's work does not increase Charterer's expense.

Acceptance of the Vessel by Owner shall be conclusive evidence of Charterer's compliance with any and all of Charterer's obligations under this Charter with respect to the Vessel's class and condition at the time of redelivery.

15. INSURANCE

a. Charterer warrants that throughout Vessel's service under this Charter, Charterer shall, at its sole expense, procure and maintain the following insurance with financially sound insurers agreeable to Owner. The following conditions shall apply to each policy of insurance:

1. All costs of said insurance, including all premiums and deductibles, shall be for the sole account of the Charterer.

2. Each policy shall be specifically endorsed to require that cancellation must be sent in writing to each insured at least thirty (30) days in advance of such cancellation.
 3. Upon request, Charterer shall have its insurance carriers furnish to Owner certified copies of their insurance policies and/or insurance certificates specifying that no insurance will be canceled or materially changed during the term of this Charter without thirty (30) calendar days prior written notice to Owner.
 4. The Pollution Insurance and the Excess Insurance shall name Owner as an additional insured with a waiver of subrogation.
- b. Hull & Machinery insurance (American Institute Hull Clauses [June 2, 1977] or equivalent including Collision Liability coverage, and coverage for War Risks, Strikes, Vandalism, and Civil Commotion, and including breach of warranty (innocent owner coverage) in favor of SeaRiver Maritime, Inc. Such insurance shall have a deductible of not more than \$100,000. per occurrence and agreed value of \$8,000,000. Such policy shall name SeaRiver Maritime, Inc. as ship's owner and loss payee.

Losses under said policy provided for in this Article shall be payable to Owner or Charterer as described below, and all policies shall contain clauses to this effect:

The proceeds of Hull & Machinery insurance for all losses, except for losses over \$100,000. shall be payable to the satisfaction and discharge of the liability or to repair of damage in respect of which the insurance loss has been paid or in reimbursement for moneys thereto applied.

For losses over \$100,000. insurance proceeds shall be paid directly to SeaRiver Maritime, Inc. For any loss other than a Total Loss or Constructive Total Loss, SeaRiver Maritime, Inc. shall, provided that no default under the Charter has occurred, remit insurance proceeds to Leevac Marine, Inc., unless the parties have agreed otherwise, in amounts necessary and on schedule to pay invoices during the repair period.

c. **Protection & Indemnity, Pollution, and Excess Pollution Insurance**

Charterer warrants that throughout Vessel's service under this Charter, Vessel shall have full and valid protection & indemnity insurance ("P&I Non-Pollution Insurance") including collision liability, excess collision liability, and cargo liability, pollution liability insurance ("Pollution Insurance"), and excess pollution liability insurance ("Excess Insurance") for the Vessel as described in this clause. Pollution insurance shall be placed with a P&I Club which is a member of the International Group of P&I Clubs. The Pollution Insurance and Excess Insurance shall name Owner as an additional insured and waive subrogation.

The P&I Non-Pollution Insurance shall have a maximum deductible of \$15 thousand and minimum coverage of \$100 million per incident. The Pollution Insurance must include coverage for pollution (including TOVALOP) obligations for an amount not less than US \$500 million per incident.

Maximum deductible shall be \$15 thousand. The Excess Insurance must cover like liability for pollution for an amount not less than US \$200 million per incident in excess of \$500 million.

Upon request by Owner, Charterer shall promptly furnish to the Owner, proper evidence of such insurances immediately upon signing this Charter and at the Owner's request, any time during the Charter term. The above warranty is to be regarded as an essential part of this Charter, which is conditional on its truth or performance, so that its breach entitles the Owner, in Owner's option, to terminate the Charter and/or to recover any damages allowable in law.

d. Worker's Compensation and Employer's Liability

Charterer shall carry and maintain in force for all its employees, workers' compensation and employers' liability insurance or similar social insurance in accordance with the law which may be applicable to said employees:

1. U.S. Longshoremen's and Harbor Worker's Compensation Act -
Endorsement to Workers' Compensation Policy extending coverage to all employees engaged in performing work subject to this Act.
2. Doctrine of Borrowed Servant - Endorsement to Workers' Compensation Policy stating that a claim made against Owner and/or its underwriters by an employee of Charterer hereunder based on the "doctrine of borrowed servant" shall, for purposes of this insurance, be treated as a claim arising under Charterer's policy.

3. In Rem Endorsement - An endorsement to Workers' Compensation Policy stating that a claim "in rem" shall be treated as a claim against the insured.

e. Comprehensive General Liability

Charterer shall carry and maintain in force its normal and customary comprehensive general liability insurance coverage and policy limits or at least \$300,000. coverage, whichever is larger, for injury, death, or property damage resulting from each occurrence.

- f. Charterer shall carry and maintain in force its automobile liability insurance and policy limits covering owned, non-owned and rented automotive equipment providing at least \$300,000. coverage for injury, death, or property damage resulting from each occurrence.

16. FINANCIAL RESPONSIBILITY

Charterer warrants that during the term of this Charter, the Vessel shall comply with all applicable federal, state, and foreign financial responsibility requirements including but not limited to maintaining current Certificates of Financial Responsibility as required by the Oil Pollution Act of 1990. Failure to comply with this paragraph shall be an immediate event of default, with no cure period provided, regardless of any other language in this agreement.

17. INDEMNITY

Charterer agrees to indemnify, defend, and hold harmless Owner from any liens, claims, demands, fines, penalties or causes of action asserted against Owner by any person or governmental entity, including without limitation, Charterer's and Owner's employees, or any other third party for personal injury, death, or for the loss or damage to property (including pollution damage) or pollution clean-up costs or penalties or fines or natural resource damage assessments arising from violation of the laws of the United States of America or any state thereof or of the laws of any country or subdivision thereof to which the Vessel may be sent, arising out of, or in any manner associated with this Charter and/or Charterer's use of this Vessel. This indemnity shall include all reasonable costs payable or incurred in defending or investigating such liens or claims.

18. LIENS

Neither Charterer nor Master of any towing vessel shall have any right, power or authority to create, incur or permit to be imposed upon the Vessel any liens whatsoever.

Charterer agrees to carry a properly certified copy of this agreement with the Vessel's papers, and to take reasonable measures to exhibit same to any person having business with the Vessel which might give rise to any lien thereon. Charterer agrees insofar as practicable to notify any persons furnishing repairs, supplies, towage or other necessities to the Vessel that neither Charterer nor the Master has any right to incur, create or permit to be imposed upon the Vessel any liens whatsoever.

Charterer shall place and keep permanently displayed in a conspicuous place on the Vessel and during the term of this Charter a notice in the following form:

THIS VESSEL IS OWNED BY SEARIVER MARITIME, INC. 1200 SMITH, SUITE 3200, HOUSTON, TEXAS 77002 AND IS UNDER CHARTER TO LEEVAC MARINE INC. UNDER THE TERMS OF SAID CHARTER, NEITHER THE CHARTERER, ITS OFFICERS, EMPLOYEES OR AGENTS, THE MASTER OR ANY OTHER OFFICER OR MEMBER OF THE CREW OF THIS VESSEL, NOR ANY OTHER PERSON, SHALL HAVE ANY RIGHT, POWER OR AUTHORITY TO CREATE, INCUR, OR PERMIT TO BE IMPOSED UPON THIS VESSEL ANY LIENS WHATSOEVER, EXCEPT FOR SALVAGE.

If any libel should be filed against the Vessel, or if the Vessel be otherwise levied against, arrested or taken into Custody by virtue of any legal proceedings in any court because of any lien or claim arising out of or during the possession, use or operation of the Vessel by Charterer, Charterer shall promptly and, in any event within 10 days thereof, cause the Vessel to be released and the lien to be discharged, provided, however, that this provision shall not in any way affect or impair any other obligation or responsibility set forth in this agreement. This clause shall not in any way authorize the creation of any liens against the Vessel.

If the Vessel shall be levied against as set forth above due to any lien or claim arising out of any act or omission by the Owner, or condition of the Vessel unrelated to Charterer's use of it, Owner shall promptly and, in any event within ten (10) days, thereof cause the Vessel to be released.

The Charterer shall indemnify and hold harmless the Owner against any liens of whatsoever nature upon said Vessel and any claims against Owner arising out of the operation of said Vessel by the Charterer or out of any act or neglect of the Charterer in relation to said Vessel.

At the time of redelivery, the Vessel shall be free of any claims, liabilities, liens or encumbrances created or arising during the term of this Charter (except such claims, liabilities, liens or encumbrances which may have been created by Owner, or otherwise unrelated to Charterer's use of the Vessel). Should any such claims, liabilities, liens or encumbrances exist at redelivery for which Owner shall be obligated to resolve or settle, then Charterer shall pay Owner all expenses and costs expended by Owner as a result, thereof.

It is agreed that Owner may, at the time of initial delivery to Charterer, have preferred ship mortgages applying to the Vessel. Owner warrants that it shall not take any action which shall cause Charterer to lose the peaceful possession of the Vessel during the terms of this Charter, except in the event of a default by Charterer.

19. DEFAULT

The following shall constitute events of default under the Charter:

1. Failure of Charterer to pay Charter hire and any other expenses or fees when and as due;
2. Failure of Charterer to operate and maintain the Vessel pursuant to the terms hereof or the failure to fully perform the material covenants contained herein;

3. Failure to comply with any of the Insurance or Financial Responsibility paragraphs contained herein;
4. Any actions taken by the Charterer, including but not limited to, non-payment of premiums and/or calls, failure to declare any persistent oil voyages in advance, putting to sea in an unseaworthy condition, signing contracts not approved by Charterer's Pollution Liability, and/or P&I Club insurer which would jeopardize Charterer's Pollution Insurance, Excess Insurance, or P&I Non-pollution Insurance.
5. Any actions taken by Charterer which would cause an International Club to invoke the double insurance clause.
6. The filing of a petition in bankruptcy by or against the Charterer; the entry of an order adjudicating the Charterer as bankrupt; the making by Charterer of a general assignment for the benefit of creditors; the appointment of a receiver of any kind, whether in admiralty, bankruptcy, common law or equity proceedings; the filing by Charterer of a petition for reorganization under the Bankruptcy Act; and/or failure of the Charterer to comply with any relevant provisions of State, Federal and/or Territorial or International laws.
7. The failure of Charterer to have the Vessel released from arrest within ten (10) days of her arrest or detention shall be deemed a default, provided, however, the arrest shall have arisen out of or been connected with an obligation of Charterer under this Charter. Charterer shall be deemed to have knowledge of the Vessel's arrest or detention and no extension of time to cure this default shall be granted.

In the event of default as noted in section (2) hereinabove, Owner shall provide Charterer with written notice by fax that Owner considers Charterer in default, and provide Charterer with ten (10) days, or as otherwise mutually agreed, within which to cure any default. All other sections have no cure period and Charterer, upon demand of Owner, shall surrender to Owner the possession of the Vessel and Charterer shall be liable for the balance of the Charter hire and/or other amounts due under the terms of this agreement for the remainder of the Charter term subject to Owner's obligation to mitigate damages arising from such default.

As necessary, Owner may make all usual expenditures necessary to retake or regain possession of the Vessel, including without limitation, incur travel, towing, legal expense and other expenses in the taking and regaining, or attempting to retake or regain possession of the Vessel, including any cost or expenses incurred in delivering any cargo which may be on board the Vessel at time Owner takes possession. The Charterer agrees to promptly reimburse Owner, with interest as set forth in 28 U.S.C. Section 1961, for any and all expenditures necessarily made or incurred until Charterer has so reimbursed Owner for such expenditures, the amount thereof, together with such interest, shall be an additional indebtedness due from Charterer to Owner.

If any charter hire due under this Charter from Charterer to Owner, or any part thereof, shall be and remain unpaid when the Vessel shall have been retaken and/or repossessed, then notwithstanding such retaking and/or repossession by the Owner, the liability of the Charterer for charter hire provided for herein shall not be extinguished for the balance of the term of the Charter.

20. LIMITATION OF LIABILITY

Nothing contained in this Charter shall be deemed to prohibit or deny to Owner or Charterer the benefit of all limitations of, and exemption from liability accorded to Owners or Charterers of Vessels by any statute or rule of law for the time being in force. This agreement shall not be deemed to be a personal contract such as to deprive Owner or Charterer of their rights and benefits of any law limiting the liability of vessel Owners or Charterers.

21. TAXES

Charterer agrees to pay and to indemnify Owner for, and hold Owner harmless from and against, all taxes, including but not limited to sales, use, personal property, ad valorem, value added, leasing, leasing use, stamp, or other taxes, levies, imposts, duties, charges, or withholdings of any nature, together with any penalties, fines or interest thereon, arising out of the transactions contemplated by this Charter and imposed against Owner, Charterer or the Vessel by any federal, state, local or foreign government or taxing authority upon or with respect to the Vessel or upon the ownership, delivery, leasing, possession, use, operation or redelivery thereof, or upon any rentals, leases or charters, or receipts or earnings arising therefrom, or upon or with respect to this Charter excluding, however, taxes on, or measured solely by, the net income of Owner.

Charterer intends to operate said vessel in interstate coastwise commerce and claims exemption from the Alabama sales and use tax under Sec. 40-12-223(12) of the Alabama Tax Code.

At the request of Owner, Charterer shall provide Owner with detailed information on days in particular state waters, days in particular ports, and whatever other information Owner deems necessary to compute and complete its state income tax liability and returns.

22. INSPECTION

The Owner shall have the right to board and examine the Vessel as to its condition and maintenance at any reasonable time. Charterer shall be given reasonable notice of Owner's intent to inspect said Vessel.

23. CASUALTY

Immediately after any casualty, accident, or damage to the Vessel, Charterer shall furnish Owner full particulars thereof, including copies of any survey reports available to Charterer. Also, Charterer shall notify Owner as soon as practicable of any claim which may be asserted in writing by any third party against the Vessel and shall send Owner a copy of such writing.

24. ASSIGNMENT

The Charterer shall not have any right to assign this agreement without the prior written consent of the Owner. The Charterer shall not have the right to subcharter this Vessel on a bareboat or term basis without prior written consent of Owner. Owner shall have the right to assign this agreement without the written consent of Charterer.

25. SALVAGE

All derelicts and salvage shall be for sole account of the Charterer.

26. SURVIVAL OF OBLIGATIONS

All obligations to insure, reimburse, indemnify, defend, hold harmless or pay under this agreement shall survive termination, cancellation or expiration of this agreement.

27. CONTINUED DOCUMENTATION

Owner and Charterer specifically warrants that they are and shall continue to be citizens of the United States as defined in Section 2 of the Shipping Act, 1916, as amended. Charterer agrees to keep the Vessel documented under the laws and flag of the United States during the tenure of the Charter with the knowledge and right to engage in the coastwise or worldwide trade.

28. ARBITRATION

Should any disputes or differences arise between the parties under or by virtue of this Charter, they shall be put to binding arbitration in the City of Houston, Texas before a mutually agreeable arbitrator appointed by the Owner and Charterer. In the event of a technical dispute or difference, such arbitrator shall be a person experienced in marine technical matters. If the dispute or difference concerns the interpretation of this Charter or related commercial/financial matters, then the sole arbitrator shall be a marine commercially experienced individual. The decision of the single arbitrator shall be final.

Either party hereto may demand such arbitration by giving written notice to the other party, at the address specified herein. Such written notice shall nominate the respective party's choice for the arbitrator and a brief description of the dispute or difference which the party desires to put to arbitration. Within five (5) business days of said notice, the other party shall either accept the nominated arbitrator or propose an alternate acceptable to the party asking for arbitration. If the parties cannot agree upon a single arbitrator, then the first party may apply to the Society of Marine Arbitrators, Inc. to name an arbitrator. Until such time that the arbitrator closes the hearings, either party shall have the right by written notice to the arbitrator to submit additional evidence and information. Awards made in pursuance of this Article may include interest and costs, including a reasonable allowance for attorney's fees and disbursement, and judgement may be entered upon any award made hereunder in the Federal District Court for the State of Texas.

29. ENTIRE AGREEMENT

This constitutes the entire agreement between the parties and may not be modified or altered except in writing signed by both parties.

30. HEADINGS

The headings utilized in this agreement are for reference only, they are not substantive and, may not be used to construe this agreement.

31. NOTICES

Any notifications required under the charter agreement shall be given as follows:

SEARIVER MARITIME:

1200 Smith Street

Suite 3200

Houston, TX 77002

Mr. Robert W. McCormack or

Mr. John E. Goulden

Phone: (713) 758-5213 or 5214

Fax: (713) 758-5089

LEE VAC MARINE:

Post Office Box 2528

Morgan City, Louisiana 70381

Mr. Roger Beaudean

Phone: (504) 384-8000

Fax: (504) 384-4240

IN WITNESS WHEREOF, SeaRiver Maritime, Inc. and Leevac Marine, Inc. have executed
this bareboat charter as of the 1 day of SEPTEMBER, 1999.

OWNER: SEARIVER MARITIME, INC.

ATTEST: James Boneder BY: W. P. Capps *APM*

CHARTERER: LEEVAC MARINE, INC.

ATTEST: Henry L. H. BY: Ry. B.

EXHIBIT "A"

S/R 503

OWNER: SeaRiver Maritime, Inc.
Wilmington, Delaware

FLAG: U.S.A.

OFFICIAL NUMBER: 646004

BUILT: 1982
Gretna Machine and Iron Works
Gretna, Louisiana

HULL: Steel

DIMENSIONS: 446.0' x 74' x 32.6"
draft light: 8.0'
draft loaded 26' 1"

CAPACITY: 149,000 bbls (capacity @ 100%)

GROSS/NET TONS: 9185/9185

CERTIFICATE/CLASS: SCG - Tank Vessel: Oceans: Unmanned
Coastwise: Manned
Lakes, Bays & sounds: Manned
USCG Inspected (May 1993)
ABS Classed - + A1 Oil Vessel

CARGO SYSTEM: Sixteen (16) tanks total (all coated, inorganic zinc) with USCG approved cargo vapor recovery and high level alarm systems. Twelve (12) main tanks with three (3) Johnson deep well centrifugal pumps rated at 5000 BPH driven by three (3) 12V71 Detroit Diesel engines. Four(4) specialty tanks with two (2) Johnston deep well centrifugal pumps rated at 2500 BPH driven by two (2) 6V71 Detroit Diesel engines. Specialty tanks equipped with last gallon strippers. Two Appleton hydraulic cargo hose handling booms, 6000# capacity with a 50' reach. Cargo valves Limitorque operated. Spill rails installed.

BALLAST SYSTEM: Eight (8) segregated ballast tanks
Two (2) Johnson centrifugal ballast pumps, 40 HP

EQUIPMENT: One 610 BHP Bow Thruster driven by 16-V-7 Detroit Diesel
New England Trawler Anchor windlass
New England Trawler mooring winches (4 each)
Fixed skegs
Three (3) each generators
One 4-71 50 KW Generator
Two 6-71 99KW Generator
One (1) 30 HP Ingersoll-Rand air compressor

ACCOMMODATIONS: Sanitary holding tank
Two (2) electric capstans on stern with 30 HP motors.
Two (2) Staterooms, 4 bunks total.
One (1) galley
One (1) head, toilet and shower
Heating and air conditioning

EXHIBIT "B"

**SEARIVER MARITIME INC.
BANKING INSTRUCTIONS FOR WIRE TRANSFERS**

**MELLON BANK, N.A.
PITTSBURGH, PA**

ABA #043-000-261

FOR CREDIT TO:

SEARIVER MARITIME INC.

CONTROL ACCOUNT NO.

184-7625

REFERENCE:

INDICATE A REFERENCE #VSSL NAME ETC.

EXHIBIT "C"

ADDITIONAL PAYMENT

The Additional Payment shall be calculated by multiplying the applicable rate by the Multiplication Factor, as described below. The applicable rate under this agreement shall be based on the 30-day commercial paper rate as published in the Federal Reserve Statistical Release, Series H15, on the business day immediately preceding the first business day of the month, and this rate shall be in effect from the first business day of the month until the first business day of the following month. The published discount rate will be converted to an annualized yield basis.

The Multiplication Factor shall be \$100,000.00 for the first month, and increased by \$10,000.00 per month for the next twenty six months plus Additional Payment earned thereon. After the twenty seventh month the Multiplication Factor shall be increased only by the Additional Payment earned thereon. The Additional Payment will be calculated by applying the rate as defined in the preceding paragraph to the Multiplication Factor at the beginning of the month on the basis of actual calendar days elapsed, and divided by 360.